Short Form – Contract Details

Contract Number: <<insert contract number>>

For the provision of Goods and/or Services

Version 002 – Dated February 2023

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| NOTE TO PROCURING AGENCIES  This is a suggested template, primarily for agency use, when establishing low risk, low value contracts, using the Basic Purchasing Conditions or the General Contract Conditions.  Agencies may modify this document as necessary to ensure that it is appropriate for their procurement requirements and addresses relevant components required under the Contract.  It is recommended that you seek legal advice on the fitness for purpose of this template before use. **Delete this note before issuing to a Supplier.**  NOTE TO SUPPLIERS  The below Short Form Contract Details/Order must be read in conjunction with the Queensland Government’s <<Basic Purchasing Conditions / General Contract Conditions>> located via<https://www.forgov.qld.gov.au/general-goods-and-services-templates> – under ‘*Contracts and Conditions’*. |

# **Short Form Contract Details - Order**

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| **Item** | **Information** | **Details** |
| **1.** | **Customer** | Name: State of Queensland (acting through the Department of <<insert Department name>>)  ABN/ACN: <<Insert department ABN/ACN>>  Address: <<Insert address>>  Name: <<insert name of Customer’s contact officer>>  Telephone: <<insert telephone number>>  Email: <<insert email address>> |
| **2.** | **Supplier** | Name: <<insert full name of Supplier>>  ABN/ACN: <<insert Supplier’s ABN/ACN>>  Address: <<insert Supplier’s address>>  Telephone: <<insert Supplier’s telephone>>  Email: <<insert Supplier’s email>>  Contact: <<insert contact name for the person representing the Supplier for the Contract>> |
| **3.** | **Contract Term** | Commencement Date: <<insert date>>  Completion Date: <<insert date>> |
| **4.** | **Additional Provisions** | Not Applicable.  or  <<Specify any Additional Provisions which have been agreed between the Customer and Supplier>>. |
| **5.** | **Approved Expenses** | Not Applicable.  or  <<insert expenses for which the Supplier will be entitled to be reimbursed>>. |
| **6.** | **Goods and/or Services** | <<specify the Goods and/or Services which are to be delivered under the Contract>. |
| **7.** | **Price** | Pricing details:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Description** | **Qty** | **Price (Excl GST)** | **GST** | **Total Price (incl. GST)** | |  |  |  |  |  |   Payment for the Goods and/or Servicesdescribed above will be made via EFT within 30 days upon receipt of a Correctly Rendered Tax Invoice. The Supplier is to provide its bank details to the Customer prior to the commencement date of this Contract. In the event that this Contract is terminated, the Customer shall pay the Supplier all monies due up to the date of termination. |
| **8.** | **Delivery Date / Delivery Period** | <<specify the date or period which the Goods are to be supplied and/or the Services are to be performed>> |
| **9.** | **Provision of Goods** | The Goods are to be in new and unused condition and of recent origin. |
| **10.** | **Intellectual Property Rights** | **If using the Basic Purchasing Conditions**:  “As per the Basic Purchasing Conditions”  **If using the General Contract Conditions**:  Intellectual Property Rights created or developed in performing the Contract will be owned by:   * Customer or * Supplier.   If the new Intellectual Property Rights are owned by the Customer, the Customer grants the Supplier:   * A Licence as per clause 14.2(a) of the General Contract Conditions; or * A Licence on the following terms <<*Customer to specify>>* * No licence back to the Supplier. |
| **11.** | **Insurance – Public Liability**  Is Public Liability insurance required?  *Public liability insurance covers liability for personal injury and property damage. Typically, the amount is at least $5 million per claim depending upon the Risk Assessment*. | Yes  No  If “**Yes**” then please specify the following:  Sum Insured: <<insert amount to be insured>>  Policy Reference: <<insert policy number>>  Insurance Provider: <<insert insurance provider>>  Named Insured: <<insert name on the policy>>  Expiry Date of Policy: <<insert expiry date of policy>>. |
| **12.** | **Insurance - Other insurances**  Is any other insurance required? (e.g. Professional Indemnity insurance) | Yes  No  If “Yes” then please specify the following:  Type of insurance: <<insert amount to be insured>>  Sum Insured: <<insert amount to be insured>>  Policy Reference: <<insert policy number>>  Insurance Provider: <<insert insurance provider>>  Named Insured: <<insert name on the policy>>  Expiry Date of Policy: <<insert expiry date of policy>>. |
| ***If Professional Indemnity Insurance is required, then the following must be completed:***  Is the Professional Indemnity insurance to be maintained for an alternative period (i.e. other than four years after the completion or termination of the Contract)?  If “**Yes**” then specify the alternative period.  Is the Supplier a member of a scheme approved under the *Professional Standards Act 2004* (Qld)?  If “**Yes**” please specify and attach a copy of the applicable scheme. | Yes  No  Alternative Period: <<insert the alternative period>>  Yes  No |

***This page is not required if utilising Basic Purchasing Conditions. This must be used for moderate dollar value projects or moderate risk projects where the General Conditions of Contact are being used.***

The Supplier agrees to supply the Goods and/or Services set out in this Short Form Contract Details/Order document. The below execution is acknowledgement of the fact that the contract will operate under the Basic Purchasing Conditions / General Contract Conditions Version 3.1 – dated February 2023.

The parties have executed this Contract as follows:

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| |  |  |  | | --- | --- | --- | | Date ……………………………………….  **EXECUTED as a contract** for and on behalf of:    Name of Supplier  by its authorised representative, in the presence of:    Signature of witness    Name of witness (block letters) | )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of authorised representative  By executing this contract, the signatory  warrants that the signatory is duly authorised  to execute this contract on behalf of the  Supplier    Name of authorised representative (block letters)    Position of authorised representative | |

Where the Supplier is a corporation:

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| **EXECUTED as a contract by the Supplier**:  **<<insert name of Supplier >>**  on <<insert date>>  in accordance with s.127 of the *Corporations Act 2001* (Cth)    Name of Director    Name of Director/Secretary | )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Director    Signature of Director/Secretary |

By signing below the Customer has agreed to enter into a Contract with the Supplier for the supply of Goods and/or Services.

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| Date  **EXECUTED as a contract for and on behalf** of:    **DEPARTMENT OF <<Insert Name of Department>>**  by its authorised representative, in the presence of:    Signature of witness    Name of witness (block letters) | )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of authorised representative  By executing this contract, the signatory warrants that the signatory is duly authorised to execute this contract on behalf of the Customer    Name of authorised representative (block letters)    Position of authorised representative |